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Internet users rights protection statement

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The parties to this agreement are registered users of Baidu (ie, users who signed the "Baidu Subscriber Agreement", hereinafter referred to as "users") and Baidu (hereinafter referred to as "Baidu").

The user has read each clause of this agreement in detail, in particular, the terms of Baidu's liability are exempted or restricted, and fully understands the entire contents of this agreement, and fully accepts all the agreements or provisions of this agreement and Baidu's Internet rights protection plan. If the user does not agree to the service agreement and/or modify it at any time, he choose not to participate in this protection plan; once the user initiates a prote application to Baidu, it will be deemed that the user has understood and fully agreed to the contents of the service agreement and Baidu The service agreement and the protection plan are modified at any time, and it also shows that the user has fully agreed that Baidu has fully fulfilled the relevant prompt and explanation obligations.

First, the general

The Baidu Internet Citizenship Rights and Interests Protection Plan (hereinafte referred to as the "safeguarding plan") aims to create a safe, reliable, and honest network environment for Internet users, allowing Internet users to use Baidu searc with confidence.

Second, the definition of protection plan

Baidu Internet Rights Protection Plan: refers to the Baidu search results page, on Baidu search results page with search results website with "quarantee" protection

logo, search results website with Baidu reputation "V" logo. Or click on the "Website Address" entry in the "Basic Information" column of the Baidu Union's reputation fil page, or click on the Baidu Alliance Web site's website with the "Baidu Net Alliance Promotion Link Logo" because the relevant website operators have taken counterf If the official website or counterfeit administrative license qualifications, phish or other fraudulent activities cause users to suffer direct economic losses after transaction occurs with them, the user may apply to Baidu for protection money in accordance with the relevant rules of this protection plan, and be related to Baidu's protection of consumer rights. stand by.

Third, the protection conditions and scope

All the conditions listed in (1) to (6) below shall be met at the same time. The us may apply for Baidu Internet users' rights and benefits:

(a) users should meet the conditions

- 1. The user shall be a Baidu registered user and limited to natural persons only;
- 2. When the user clicks on the relevant website link, his Baidu account is logged
- 3. After the user clicks on the website defined in Article 3(2) of this Agreement and included in the scope of the protection plan, he purchases the goods or receives services (ie, a real transaction occurs) from the relevant website operator and sufficient economic losses;
- 4. The user submits clear and sufficiently identifiable material to Baidu in accordance with paragraph (6) of this Article.

(B) Inclusion in the website of the safeguard plan

Not all websites belong to the protection scope of the protection plan. Only sea results websites with the word "guarantee" in the Baidu search results list, search results websites with the Baidu reputation "V" logo, or the Baidu credibility archive Clicking on the "Website Address" entry in the "Basic Information" column of the business, or on the Baidu Alliance website with the "Baidu Net Alliance Promotion" li logo, will be covered by the Baidu Internet Citizenship Rights Protection Plan - but above website Links to third-party websites, and transactions between users ar third-party operators in platform-type websites (information distribution platfo online malls, etc.) are not covered by the guarantee . details as follows:

- 1. Baidu search results with the word "guarantee" or the Baidu reputation "V" lo
- 2. In Baidu's credit profile page, click on the "Web site address" entry in the "linformation" column of the business:
- 3. The display form with the "Baidu Net Alliance Promotion" link logo is the cont of the promotion link with the following three display conditions:
 - a) with white or gray Baidu LOGO;
 - b) Click Baidu LOGO to link to the official website of Baidu.com (http://wangmeng.baidu.com/);
 - c) The mouse is placed on the promotion content. The browser's lower left corner shows the redirect link that starts with http://www.baidu.com/cpro. or http://cpro.baidu.com/cpro.

(III) Situations falling within the scope of protection

1. The website is a phishing or fraudulent website;

2. The website impersonates the qualifications of others for corporate administrative licenses and impersonates other people's official websites.

(4) Cases not covered by the guarantee

The economic losses or other losses incurred by users due to the following circumstances are not covered by the scope of protection and they have no right apply to Baidu for protection:

- 1. The user knows or should know that the transaction itself does not have legitimacy (including but not limited to pornography, gambling, illegal product/information transaction, illegal part-time network, business reputation cheating, etc.), but still with Article 3 of this Agreement. (2) The operator of website included in the scope of protection has suffered direct economic losses when he conducts transactions:
 - 2. The user cannot provide evidence or lack of evidence;
- **3**.用户未自点击本协议第三条第(二)款规定的纳入保障范围的网站之日起的**90**个自内且发生支付行为之日起的**30**个自然日内,依据本协议第三条第(五)、第(六)款向百起书面保障申请的;
- **4.**按照一般理性消费者的判断标准,用户对来自网站经营者的商品或服务风险的判断故意、重大过失而导致经济损失的;
- **5**.用户已经就其损失向网站经营者主张赔付、或向第三方发起保障申请或向有关部门维权诉求后,又与该网站进行交易而遭受经济损失的;
- **6**.用户与网站经营者之间因不当宣传、商品或服务的质量、价格、售后服务等引发的纠纷,或因网站经营者自身经营不善导致的中止**/**终止交易、停业或破产倒闭等,导致用户的任何损失;

- **7.**用户与网站经营者未发生购买商品或接受服务的实质性交易或未造成直接经济损失或网站经营者或任何第三方已赔偿或补偿了用户经济损失,或用户经百度协助已挽回经济的;
- **8**.用户与网站经营者共同故意骗保,或用户在未发生保障情形或未遭受任何损失前提称发生了被保障情形或伪造损失证据的,或用户因从事非法行为而遭受的任何损失;
 - 9 用户有损害百度商誉、扰乱百度正常经营秩序言行的:
- **10**.用户因从事标的物价值不易判断的交易行为的,或从事的交易行为本身存在较大质的,或自身应对交易行为负有较高注意义务的,如购买文物、民间收藏品等特殊商品而遭任何损失;
- **11**. 网站经营者自身、其实际控制人、高级管理人员、员工及上述人员的近亲属及其 先知晓将发生保障情形的人员所遭受的任何损失;
 - 12. 百度对用户的保障结束后,用户又追加保障申请的;
 - 13. 用户直接经济损失以外的间接损失、预期利益、精神损害或其他损失;
- **14**. 经百度审核确认属于因非生活消费需要而发生损失的,包括但不限于投资、个人财、生产、经营等消费活动,百度仅在限额内支付相应的保障金额,具体参见保障额度条果。

其他根据网民权益保障计划政策及百度信誉**V**认证等政策不符合本协议第三条(一)<u>3</u> (二)款相关规定的情形。

(五) 保障额度

1.对于用户直接登录百度保障官网(http://baozhang.baidu.com/)提出的符合百度区权益保障计划保障范围的保障申请,经百度审核确认属于因生活消费需要发生损失的,百能支付的保障金额度以用户登录百度账号并点击了纳入保障计划范围的网站后实际已经发直接经济损失(不包括预期利益及间接损失)为限;经百度审核确认属于因非生活消费需

发生损失的,包括但不限于投资、个人理财、生产、经营等消费活动,百度可能支付的保额度为每个用户与同一纳入保障计划的网站经营者交易导致损失的单笔保障额度最高不超民币5000元(含5000元),每个用户在同一个自然年度的保障额度最高不超过人民币8万(含8万元)。

- (六) 用户投诉时,需向百度提交以下清晰月足以辨识的书面材料
- 1.投诉人的百度账户、真实姓名、联系地址、联系电话、E-mail、身份证明及投诉人本手持身份证明原件的清晰照片;
- 2.被投诉的网站网址(URL)、网站截图、网站经营者的联系方式、负责人或联系人们等;
 - 3.投诉事实与理由;
 - 4.申请获得的保障额度;
- 5.各类证明材料,如磋商记录、合同、发票、收据、付款证明、运输单证(如快递单等)、货物或服务照片、损害后果证明等;
- 6.依照相关法律规定,被投诉网站的行为已达到刑事立案标准的,用户应提交公安机于相关报案、立案证明;
 - 7.百度认为对向用户提供保障服务有必要的其他材料。
 - 四、协助维权诵道

对于以上不属于保障范围的情形,在用户主动发起保障申请后,百度可协助用户通过 人民调解委员会、中国消费者协会投诉和解平台等相关机构进行维权。

五、用户的权利与义务

- 1.当百度注册用户在登录百度账户状态下点击带有"保"字保障标识的百度搜索结果网车有百度信誉"V"标识的百度搜索结果网站,或在百度信誉档案页点击商家"基础信息"栏目中的"网站地址"进入的网站,或带有"百度网盟推广"标识的网站链接,或者直接点击"百度健康"、"百度教育"、"百度爱玩"、"百度微购"平台中的相关网站,因网站经营者假冒他人官即假冒行政许可资质、网络钓鱼等诈骗行为遭受直接经济损失的,用户有权向百度提起保障请,经认定情况属实并符合保障条件及范围的,百度将依据保障规则给予用户保障。
- 2.在符合保障条件及范围的情况下,用户有权不提起保障申请或放弃要求百度给予保 金。
- 3.用户向百度提起保障申请,有义务按照百度网民权益保障规则提交所有相关材料,证提交的所有材料、做出的任何陈述、承诺均真实、准确、合法、有效,并愿意就此承担独立的法律责任。用户未充分履行上述义务或违背上述保证的,百度不予保障;百度已经保障金的,有权向用户追回,并要求用户赔付百度因此遭受的损失,同时百度有权配合相关追究用户骗赔的行政、刑事责任。
- **4**.百度向用户支付保障金后,用户同意将其对网站经营者享有的相应权利全部无偿转过百度,百度因此取得了向网站经营者独立目单独的追偿权利。
- 5.为便于核实用户申请,协助处理用户与网站之间的纠纷,用户同意百度将其提供的信息及相关材料披露、转发给被投诉方及相关的争议解决第三方。为推广百度保障计划、法网站经营者追责等目的,用户同意百度披露其保障申请的案情概要(包含部分个人信息)
- 6.用户有义务严格履行本协议及百度针对保障计划制订并公示的其他有关规则,支持; 合百度核查相关事实并提供全部相关材料。为保证百度有效审核保障申请或行使向网站经 的追偿权,用户有义务按百度要求向百度移交相关证据原件。
- 7.用户应对向百度提供的自身的银行帐号等收款渠道信息的真实性和准确性负责,因从 个人原因导致提供的收款渠道信息错误,对此百度不承担任何责任。
- 8.用户向百度发起保障申请,即意味着用户同意严格遵守百度网站发布的针对保障计划 所有规则,并同意以最新的规则文本作为处理保障申请的依据。

- 9.用户承诺:同意由百度人民调解委员会或第三方调解机构调解解决其与网站经营者; 发生的纠纷。
- **10**.用户保证:百度支付保障金后,未经百度事先书面许可,不向任何第三方披露其保 请的任何内容。

六、百度的权利与义务

- 1.在收到用户的保障申请后,百度有权依据保障规则对该用户的申请进行审核以确定是 向其提供保障服务,用户同意百度有完全的权利同意或拒绝用户的申请。
- 2. 如用户根据本协议规定及保障计划有关规则提起保障申请,百度有权根据本协议规保障计划有关规则及用户提供的资料和证据,百度自行或由第三方调解机构判断并确定用请是否成立,如申请成立,百度将根据用户实际发生的直接经济损失情况向用户提供的银号等收款渠道支付保障金。
- 3.用户知悉并完全同意百度有权随时修改、更新、暂停或永久终止保障计划,无需对从承担任何法律责任。

七、有限责任

- 1.为有效地对用户的保障申请进行判定,百度将对用户在保障范围内的网站链接的点容进行记录,保存期间为自点击日起算的**90**个自然日,对于超出上述期限的记录将被自动除,用户充分知悉此情况并认可百度对此不承担法律责任。百度承诺所记录的用户点击内使用于百度网民权益保障计划。除此之外,非用户授权,非相关主管部门、公安机关要求相关法律法规要求,非维护社会公众的利益或百度自身的合法利益,百度不对外公开或向方披露用户的点击内容。
- 2. 百度或第三方调解机构仅根据保障计划有关规则向用户收取有关证据,并仅对用户站经营者提交的投诉或答辩及其证据材料进行表面的形式审查,且依凭普通人的理解与辨力实施判断,而并无义务对当事人的陈述及其证据材料的真实性、准确性、合法性及关联出准确判断,无法保证判断结果的准确性。如由于用户过错导致百度或第三方调解机构无

出准确保障判断,百度不对用户承担任何责任。一旦发现用户存在骗保等行为,百度有权保障金、公开用户投诉信息并追究其法律责任。

3.无论何种情形,用户同意百度向其支付的保障金的最高上限依照本协议之规定执行户未自点击本协议第三条第(二)款规定的纳入保障范围的网站之日起的**90**个自然日内且支付行为之日起的**30**个自然日内依据本协议第三条第(五)、第(六)款向百度提起书面申请的,即视为用户主动放弃申请保障的权利。

八、其他

- 1.因本协议产生的一切争议的解决均适用中华人民共和国法律。
- **2.**有关本协议的争议应通过友好协商解决。如果协商不成,任何一方均有权向北京市区人民法院或其上一级人民法院提起诉讼。
 - 3.如本协议的任何条款被视作无效或无法执行,不影响其余条款的法律效力。
- 4.百度对本协议、百度网民权益保障计划及百度信誉**V**等产品的所有内容享有修订权及范围内的最终解释权。
 - 5.本《百度网民权益保障计划服务协议》自2015年1月9日起施行。

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